

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,
Plaintiff,

-v-

ISRAEL MARTINEZ a/k/a
ISRAEL MARTINES,
Defendant.

Claim No: 2007A63945

TOWNES, J

MATSUMOTO, M.J.

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Queens County, New York within the jurisdiction of this Court and may be served with service of process at 28-46 31st Street, Astoria, New York 11102.

The Debt

3. The debt owed the USA is as follows:

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A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,190.33
B. Current Capitalized Interest Balance and Accrued Interest	\$389.33
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00
E. Attorneys fees	As Awarded
Total Owed	\$2,579.66

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.02% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Dated: Brooklyn, New York
November 30, 2007

Respectfully submitted,


s/ Michael T. Sucher, Esq. (MS-9414)

MICHAEL T. SUCHER, ESQ.

Private Counsel for Plaintiff

United States of America

26 Court Street Suite 2412

Brooklyn, New York 11242

Tel. (718) 522-1995

Fax. (718) 797-3174

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 of 1

Israel Martinez
Aka: Israel Martines
2846 31st St.
Astoria, NY 11102
Account No: 064585970

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/31/07.

On or about 01/29/96, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00, from the U.S. Department of Education at a variable interest rate to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 11/04/03. Pursuant to 34 C.F.R. 685.202(b), a total of \$672.18 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$1,700.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	\$2,190.33
Interest:	\$330.61
Total debt as of 07/31/07:	\$2,520.94

Interest accrues on the principal shown here at the current rate of 8.02 percent and a daily rate of \$.48 through June 30, 2008 and thereafter at such rate as the Department establishes pursuant to section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 8/28/07

Name: 

Loan Analyst
Litigation Support